such authority may be inferred from the conduct of the directors or their knowledge of the facts and failure to object. 2 THOMP., CORP. (Ed. 2) 1576; 3 CLARK & MARSHALL, CORP., § 700; *Barber* v. *Stromberg Co.*, 81 Neb. 517, 116 N. W. 157; *Lowe* v. *Ring*, 115 Wis. 575, 92 N. W. 238. The corporation was held bound where it had been the custom of the general manager to execute notes with the knowledge of the officers and stockholders, and payments had been made by the corporation. *Cadillac State Bank* v. *Cadillac & Co.*, 129 Mich. 15, 88 N. W. 67. A person who enters into a contract with a corporate officer or agent, knowing he is not acting for the corporation, cannot of course hold the corporation liable in contract. 10 CYC. 942; *Patten* v. *Climax Quick Tanning Co.*, 40 N. Y. App. Div. 607, 57 N. Y. Supp. 758. The rule is the same where the circumstances put one on inquiry. *Wheeler* v. *Home Savings Bank*, 188 Ill. 34, 58 N. E. 598, 80 Am. St. Rep. 161; *Moores* v. *Citizens' Bank*, 111 U. S. 156; *Wilson* v. *M. E. R. Co.*, 120 N. Y. 145. But persons contracting with such corporation are not bound to know of a by-law thereof limiting the apparent authority of suoh manager. *Standard Fashion Co.* v. *Seigel-Cooper Co.*, 44 N. Y. App. Div. 121, 60 N. Y. Supp. 739; *Barber* v. *Stromberg, supra.* The legitimate authority of a general manager, in the absence of known limitations, must depend largely upon the circumstances of each particular case and usually presents a question of fact for the jury. *Grand Rapids Elec. Co.* v. *Walsh Mfg. Co.*, 142 Mich. 4, 105 N. W. 1; *Colorado Springs Co.* v. *American Pub. Co.*, 97 Fed. 843, 38 C. C. A. 433.

CORPORATIONS—TRANSFER OF STOCK—RIGHTS OF AN ATTACHING CREDITOR AS AGAINST AN UNREGISTERED TRANSFEREE.—G, the owner of the stock in question, transferred it to F in satisfaction of a debt. Later C, another creditor of G, attached the stock, obtained judgment, and on execution became the purchaser of the stock. The stock was transferred on the books of the company to C before F had requested a transfer to him. The question arose as to which had the better title and consequently the right to vote the stock. *Held,* that the rights of F, the unregistered transferee, were superior to those of C, the attaching creditor. *Flostroy* v. *Wm. B. Corby Coal Co. et al.* (N. J. 1912) 85 Atl. 578.

On this question the courts are about evenly divided and it is impossible to reconcile the decisions. In 9 MICH. L. REV. 258 may be found a list of the states on each side of the question with a citation from each state. In support of the principal case probably the leading case is *Broadway Bank* v. *McElrath*, 13 N. J. Eq. 24, 2 WILGUS, CAS. 1663. The leading case holding the opposite view is *Fisher* v. *Essex Bank*, 5 Gray (Mass.) Rep. 373, 2 WILGUS, CAS. 1668. An interesting note containing many citations on both sides of the question may be found in 2 WILGUS, CAS. 1673. There is also an interesting article on the question in 9 COL. L. REV. 433.

CRIMINAL LAW—NUMBER OF CHALLENGES ALLOWED JOINT DEFENDANTS.—Three defendants were charged with the crime of perjury. Upon a joint trial one was acquitted. The two who were convicted appeal and allege as error that the three defendants were confined to the same number of peremptory challenges of jurors as if there had been but one defendant. The